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GOVERNMENT OF INDIA

MINISTRY OF LABOUR

NOTIFICATION

New Delhi, the 30th January 1950

No. LR2(260)/I.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government is pleased to publish the following award of the All-India Industrial Tribunal (Bank Disputes), in the matter of alleged victimization, retrenchment, dismissals etc., in respect of banking companies in the Provinces of Delhi, East Punjab and Bihar.

BEFORE THE ALL-INDIA INDUSTRIAL TRIBUNAL (BANK DISPUTES), BOMBAY

ADJUDICATION

BETWEEN

1. The Bharat Bank, Limited, Delhi.
2. The Punjab National Bank, Limited, Delhi.
3. Displaced Banks Association, Delhi.
4. The Allahabad Bank, Limited, Delhi.
5. The Central Bank of India, Limited, Delhi.
6. The Gadodia Bank, Limited, Delhi.
7. The Bank of Bihar, Limited, Patna.

AND

Their workmen.

In the matter of alleged cases of victimization, retrenchment, dismissals, etc., in the provinces of Delhi, East Punjab and Bihar.

PRESENT:

Mr. K. C. Sen, Chairman,

Mr. J. N. Majumdar, Member,

Mr. N. Chandrasekhara Aiyar, Member.

APPEARANCES:

Vedvyas, Advocate for the Bharat Bank Ltd.,

Ramlal Anand with Messrs. Hans Raj Sawhney and Charandas Puri, Advocates for the Punjab National Bank Limited,

Mr. A. R. Khosala, Advocate for the Displaced Banks Association,

Mr. Lala Bishan Das, Manager, The Allahabad Bank Limited, Delhi,

Mr. H. C. Captain for the Central Bank of India Limited, Delhi,

Mr. W. D. Grover, for the Gadodia Bank Limited,

Mr. Girija Nandan Prasad and Mr. Devendra Prasad for the Bank of Bihar Limited,

Mr. H. L. Parwana, President, for the Bharat Bank Employees' Union, Delhi,

Mr. H. L. Parwana and Mr. H. L. Puri for the Punjab National Bank Employees' Union, Delhi,

Mr. H. L. Dogra for the Punjab National Bank Employees' Union (East Punjab), Ludhiana,

Mr. Dharam Vir Taneja, General Secretary, for the Punjab National Bank Workmen's Union,

Mr. A. R. Whig, Advocate for the Punjab National Bank Employees' Union, East Punjab,

Mr. Dayaldas for the Allahabad Bank Employees' Union, Delhi,

Mr. J. N. Mehrotra for the employees of the Central Bank of India, Branches in Delhi,

Mr. Rajeswar Kumar, President, with Messrs. Ram Lakhan Singh and Ragho Nandan Prasad for the Bank of Bihar Employees' Association.

AWARD

By their Notification No. LR-2(212) dated the 13th June 1949, the Ministry of Labour, Government of India, referred an industrial dispute between certain banking companies (including their branches) and their employees in respect of certain matters for adjudication by this Tribunal. As those matters comprised not merely questions of scales of pay and dearness allowance, etc., but also cases of retrenchment and victimization complained of by employees, and as demands for interim relief were made by employees in several provinces, the Tribunal decided to visit some places including Delhi and Patna, where demands for interim relief and individual complaints against banks could be conveniently enquired into locally. This Award will relate to such matters (excluding demands for interim relief regarding which separate Awards have been made) as were enquired into at Delhi and Patna and as admit of decision at the present stage.

A. *Cases of proposed retrenchment heard at Delhi.*

2. There were applications for permission of the Tribunal for retrenchment to be made by:—

(1) The Bharat Bank Limited,

(2) The Punjab National Bank Limited, and

(3) The Displaced Banks' Association.

After some discussion they said that they did not want to proceed with their applications and asked for permission to withdraw them. The permission was granted.

B. *Cases of alleged victimization heard at Delhi.*

3. Item 18 of Schedule II to the Ministry of Labour's Notification dated the 13th June 1949 is "Retrenchment and victimization (special cases to be cited by employees)". The expression "victimization" has not been defined in the Act. It is, however, often used, though the answer to the question, "What is victimization?" given by different Courts and Tribunals has not always been uniform. At page 373 of the Bombay Textile Labour Enquiry Committee's Report (1940) it was stated, "Under the Bombay Industrial Disputes Act, 1938, victimization of workers for being members of trade unions or for participating in union activities is made an offence and it may be hoped that, as a result of this, complaints about victimization will cease." It is, however, not quite clear whether the Committee regarded victimization as inevitably connected with trade union activities. In some Awards it has been held or assumed that there must be a connection between the two. It was held by Mr. D. G. Kamerkar, Member of the Industrial Court, Bombay, in an Award on a dispute between the Khandesh Spinning and Weaving Mills Co., Ltd., Jalgaon and their employees (Industrial Court Reporter, April-June 1948 P. 195) that "the Industrial Court will not set aside an otherwise valid order of discharge and order reinstatement, even when deciding a reference made under section 49A of the Industrial Disputes Act, unless it appears that the employer is guilty of unfair labour practices or that the order of discharge was a mere cloak and the true reason was victimization of the employees concerned for their trade union activities." In an Award given by Mr. S. C. Chakravarty on an industrial dispute between the Hindustan Commercial Bank Ltd., and its employees, which was published in the Calcutta Gazette as part of an order of the Government of West Bengal dated the 3rd August 1948, the learned Adjudicator said, "Victimization clearly indicates punishment for trade union activities." In another Award, made by Mr. R. Gupta on the industrial dispute between the Imperial Bank of India, Ltd., and its employees, and published in the Calcutta Gazette dated the 6th September 1947 as part of an order of the Government of West Bengal dated the 4th August 1947, the learned Adjudicator said, "I was under the impression that the Association wished to place before me the cases of employees who had either been dismissed or transferred because of the part taken by them in the strike. This is what I clearly understood by the word 'victimization.'" He, however, further said that he would be prepared to interfere if the action taken against the employee "was unjust and due to ulterior motive". This was actually done in the case of one J. N. Gupta who had been transferred from Kanpur, and the Adjudicator directed that he should be transferred back to Kanpur if he wished. Though J. N. Gupta was Joint Secretary, Kanpur Branch Association, the order was not based on his conduct as such Joint Secretary but because the Bank had been unable to show why it had been necessary to transfer him when there were men among senior clerks available at Kanpur. In another Award dated the 27th March 1948 of the Industrial Tribunal, Calcutta, on an industrial dispute between the Hooghly Bank Ltd., and its employees, which was published in the Calcutta Gazette as part of an order of the Government of West Bengal dated the 5th April 1948, the learned Adjudicator,

Mr. M. C Banerjee, referred to the following observations of Croom-Johnson J. In *R. v. National Arbitration Tribunal, ex parte Horatio Crowther and Co. Ltd:* "The real claim was that the alleged reason for their dismissal was not a true one and that they had been 'victimized', *i.e.*, been got rid of because they were members of the Chemical Workers' Union," and the learned Adjudicator observed, "This statement of the learned Judge clearly shows that victimization is a measure taken in retaliation of the employees' union activities." In an Award made by Mr. A. Das Gupta on an industrial dispute between *Messrs. Turner, Morrison & Co., Ltd.* and one of their employees who had been discharged (published in the Calcutta Gazette dated the 20th August 1949 as part of an order of the Government of West Bengal dated the 23rd August 1949), the learned Adjudicator was inclined to give a wider meaning to the expression 'victimization'. He said, " 'Victimization' has been defined in an award given by Junab Niwaj Muhammad in the case of *Mazdoor Hargaon* vs. *Arjun Sugar Mill* as whatever injures or illegally affects an employee. In the case of Coimbatore Cement Works, the Adjudicator, Sri C. R. Krishnaram, has defined the term as the taking of some action prejudicial to the workers on some pretexts other than the real reason .. ..I am not inclined to put a narrow interpretation on the terms 'victimization' and 'unfair labour practice'. If there cannot be any victimization or unfair labour practice except in relation to Union activities, employees of a firm who have no Union will not be entitled to any relief under the Industrial Disputes Act, 1947. The result will be that either the employer would try to engage non-Union men or that a non-Union man will be forced indirectly to join a Union. If Industrial Courts refuse to give relief to an employee unfairly discharged simply because there was no Union activities on his part and hence no victimization or unfair labour practice on the part of the employer, he will be compelled to join a Union. This will be interfering with his natural rights "

4. It is now clearly established by a consensus of Awards that a Tribunal has power to interfere not only where a workman has been dismissed because of his trade union activities but also where his dismissal is so unjust or improper that some relief is called for in the interests of justice. The word "victimization" has not been defined in any law dictionary which has been referred to before us. According to the Concise Oxford Dictionary, III edition, page 1375, the trade union meaning given to the word "victimize" is, "to make (ring leader, etc.) suffer by dismissal or other exceptional treatment." This does not appear to show any connection between victimization and trade union activities In Webster's New International Dictionary, II edition, page 2841, "victimize" has been thus defined: "to make victim of; to sacrifice; especially to make a victim of by deception; to deceive; to dupe; cheat." This definition gives the general meaning of the word "victimize" but does not mention any technical significance attaching to the word. The expression "unfair labour practice" is to be found in section 8 of the National Labour Relations Act, 1935 of the U.S.A. That section mentions five items, at least one of which is not connected with trade union activities, *viz.*, "to discharge or otherwise discriminate against an employee because he has filed charges or given testimony under this Act" In "Industrial Organization and Management" by Bethel and others (published by McGraw-Hill Book Company, Inc., 1945) at page 457 the different kinds of practices which have been held by the Board set up under the American Act to be unfair labour practices have been given, some of which, again, are not connected with trade union activities, for instance, discriminating in layoffs, furloughs, or assignment of

work, failure to pay back pay ordered by the Board and not showing a willingness to negotiate during bargaining.

5. In this connection the terms of sub-section (1) of section 101 of the Bombay Industrial Relations Act, 1945, may be relevant. That sub-section is as follows:—

"No employer shall dismiss, discharge or reduce any employee or punish him in any other manner by reason of the circumstance that the employee—

(a) is an officer or member of a registered union or a union which has applied for being registered under this Act; or

(b) is entitled to the benefit of a registered agreement or a settlement, submission or award; or

(c) has appeared or intends to appear as a witness in, or has given any evidence or intends to give evidence in a proceeding under this Act; or

(d) is an officer or member of an organization the object of which is to secure better industrial conditions; or

(e) is an officer or member of an organization which is declared unlawful; or

(f) is a representative of employees; or

(g) has gone on or joined a strike which has not been held by a Labour Court or the Industrial Court to be illegal under the provision of this Act."

It will be seen that clauses (b) and (c) deal with matters unconnected with trade union activities. It may be that victimization is not for all purposes the same as unfair labour practice or as the practices or acts forbidden under section 101 of the Bombay Industrial Relations Act. There is, however, no reason, in our opinion, why victimization should be specially connected with trade union activities, though, as a matter of fact, probably the largest number of cases of dismissals, etc., with which Industrial Courts and Tribunals are concerned are so connected. It is also undoubtedly true that in the majority of such cases the employer gives a reason for discharge or dismissal, etc., which is not the true reason. In our opinion, the expression victimization should embrace all cases of discharge, dismissal, punishment inflicted on or suffering caused to an employee where such discharge, dismissal or infliction of such punishment or suffering is so unjust that a remedy is called for in the interests of justice between the parties. This is no doubt a wide definition, but it appears to be consistent with the basic meaning of victimization; we are not satisfied that a narrower technical meaning has been evolved during the history of employer-employee disputes and their management or development in the different countries of the world. The Central Government could not also have meant, by the use of the word victimization, any particular kind of discharge or dismissal, etc., for instance, those arising only out of trade union activities. There was no particular reason to mention such cases and leave out other cases of unjustifiable discharge or dismissal, etc.

6. (I) *Allahabad Bank Ltd.*—Two of the three cases of alleged victimization were heard, *viz.*, those of—

(1) *Satya Prakash,* a clerk in New Delhi office, whose services were terminated on the 3rd May 1949. He was a probationer and the Manager stated that a bad report was received after he

had served the Bank for three months. He was absent at the hearing. This does not appear to be a case of victimization and we do not interfere.

(2) *Jeeyalal Sharma,* whose services at the Meerut branch of the Bank have been terminated. This case requires further consideration, and we defer passing orders at this stage.

(II) *Central Bank of India, Ltd.,*—

Lashkari Ram Mehta, serving in the Delhi branch of the Bank. His only complaint is that his increment has been stopped. This also has not been shown to be a case of victimization. He has now sent a letter saying that his application may be treated as cancelled. We, therefore, make no orders in this case also.

(III) *Bharat Bank Ltd.*—

7. A list of 95 alleged cases of victimization was filed by the Bharat Bank Employees' Union. The following cases arose after 13th June 1949, and we give no directions regarding these:—

No. 1 Hari Kishn Das,
No. 2 S. S. Shetty,
No. 3 R. L. Sally,
No. 4 S. S. Tripathi,
No. 93 G. D. Mathur,
No. 49 Basant Singh.
No. 95 Salekh Chand.

The following eight persons were dismissed but have been allowed to return to the Bank's service. We give no directions regarding these men also:—

No. 42 Roshan Lal Jain,
No. 43 M. K. Sharma,
No. 44 Harnarain Kokcha,
No. 45 Raghubir Singh,
No. 46 Narinder Nath,
No. 47 S. P. Gupta,
No. 48 C. B. Dubey,
No 49 Basant Singh.

According to Mr. H. L. Parwana President of the union, the union which was formed in August, 1948, has the majority of the workmen of the Bank as its members; the Bank since its inception in 1944, has dismissed a 'record number" of its employees and an abnormal number have been transferred from place to place by way of harassment; and there have been three strikes, one on the 11th November 1948, after which the Union was recognized by the Bank, the second from the 3rd to the 9th December 1948 and the third from the 9th to the 23rd March 1949. The general attitude of the Bank, according to Mr. Parwana, will be apparent from the following: (1) the President, the Vice-President, the Secretary, the Joint Secretary, members of the General Council, the Negotiating Committee and the Working Committee of the Union, as well as other active workers of the Union have all been dismissed. 9 persons

were dismissed on the 19th March 1949 and 21 on 21st March 1949. (2) There are a large number of cases in which workmen have been transferred from the places where they had been working actively for the Union, merely as a mode of harassment. (3) In certain personal files and letters relating to workmen their trade union activities have been prominently referred to and some letters also contain recommendations that certain workers who have been taking part in such activities should be transferred or otherwise dealt with as a punishment. It was also stated that the persons concerned (except the President) were not given any charge, nor were they given any opportunity to explain their alleged misconduct.

8. A large number of employees were dismissed in March 1949. The following two cases arose prior to that month:—

No. 5. *S. N. Khanna.* He was dismissed on the 8th January 1949 owing (it is contended) to his absence from duty during the strike of December 1948. Mr. Vedvyas on behalf of the Bank has contended that he was dismissed because he committed a serious mistake in checking vouchers and he refused to obey an order when called upon to work in another department. As to the mistake committed, he gave an explanation and the dismissal order makes no mention of it. As to his refusal to obey an order, he seems to have felt that doing the work which he was ordered to do would mean his working in a role inferior to his own. The workman appears to have taken part in the December strike—this has not been denied—and the dismissal order is *prima facie* an unduly harsh order. This case appears in our opinion to be really one of victimization due to the workman's participation in the strike. His refusal to obey an order probably merited some punishment. We, therefore, direct that he should be reinstated but that he should be paid what he would have earned if he had worked from the 1st April 1949. This direction should be given effect to within a month from the date with effect from which this Award becomes operative.

No. 8. *Gursarandas Sharma.* He was dismissed on the 22nd December 1948. He was absent in the proceedings and it does not appear that Mr. Parwana has been duly authorised to appear for him before us. Mr. Vedvyas states that he has not only taken back his security deposit but has secured a job elsewhere; he also says that if Sharma wants to come back the Bank would take him back as a new entrant. We do not think that this case calls for any direction from us.

9. One case which arose after March 1949 may also be dealt with before we deal with those dismissed in that month:—

No. 7. *Om Prakash Gupta.* He was dismissed in April 1949 on the ground that he scored out certain entries and destroyed a voucher. When called upon to explain his conduct he falsely said that he had acted under his superior's instructions. He was an employee brought by the Treasurer who has replaced him by another man. As he gave a false explanation, the Bank was entitled to get rid of him on justifiable suspicion that this was an attempt at defrauding the Bank. We do not think that this is a case in which we should interfere.

10. As regards the strike which took place in March 1949 Mr. Vedvyas, on behalf of the Bank, gave the following account:

The main strike was between the 3rd and the 9th December 1948. The Provincial Government appointed the District Judge, Delhi as a Tribunal and, after referring the dispute to him under sec. 10 of the Industrial Disputes Act, prohibited the continuance of the strike under sub-sec. (3) of the said section. Thereafter the work was resumed. Arrears had accumulated; they were cleared except in the Agency Department (to which the persons dismissed mostly belonged) which adopted the tactics of slowing down work. Chauhan (No. 11) wanted 3 additional clerks and additional payment. The clerks were given and the Management agreed to the additional payment provided the arrears were cleared by 21st March 1949. The Union Secretary Bhattacharya, not an employee of the Bank, was arrested by the Police; this was followed by threat of a strike but it did not materialise.

Therafter on the 9th March 1949 there was a strike of the workmen in the head office; there had been neither notice nor demands before. On the 10th March 1949, after a Circular had been issued, work was resumed but it was accompanied by slow-down tactics. On the 11th March 1949 the strike was resumed. The Bank then applied to the District Judge for permission to dismiss 8 persons under section 33. The workmen said that the strike was not concerned with the dispute before the District Judge and the District Judge held on the 18th March 1949 that section 33 did not apply and rejected the application.

On 18th March 1949 the Bank by a Circular called upon its workmen to resume work on the next day. On 19th March 1949 work was not resumed. Thereupon notices were issued to individual workers to show cause by 3 P.M. on the same day why they should not be dismissed. The notices were not accepted. No cause was shown. On the same day orders were passed against 9 persons (Nos. 10—M. C. Vashisht, 11—A. S. Chauhan, 13—Yudishter Dev, 14—K. K. Banerji, 15—D. P. Bhatia, 16—R. L. Goga, 20—Kali Ram Jain, 21—M. K. Jain and 22—Tara Chand Jain) that as they had refused to accept the notices or to give explanation of their conduct they were dismissed.

Similarly 21 more were dismissed on 21st March 1949.

The persons dismissed in March 1949 were guilty of (1) illegal strike and (2) refusal to work, contravening bye-laws 9 and 10 of the Bank and rule 5 of its Leave Rules. The Bank, therefore, was justified in dismissing them. The words "in breach of contract" in section 23 of the Act were also relied upon. Section 23(b) and section 24 (1) (ii) were also relied upon and it was pointed out that (a) the proceedings before the District Judge were pending and that (b) Government had on 8th December 1948 prohibited under section 10(3) the continuance of the existing strike. Between 9th December 1948 and 9th March 1949 no fresh demands were presented; the original demands comprised all possible demands. Therefore, the March strike should be deemed to be a continuation of the December strike as a form of pressure exerted to obtain the original demands.

By Bank's Circular of the 10th March workmen were told to resume work; in their Circular of the 18th March it was pointed out that their demands had gone to the Director of Indian Industries and Labour and they were asked not to continue the strike and told that if they did they would become liable for disciplinary action against them. On the 19th they were told to show cause by 3 P.M. on the same date why they should

not be dismissed for absence from duty and for instigating others to remain absent from work. Throughout the period all were attending the Bank but doing no work.

Head clerk Bhandari was ordered to serve the notices; he reported that they refused to take them. On the same day (19th March) in the evening the orders of dismissal were passed. As to Parwana, a notice was served on him on the 21st; he said in explanation that the workmen were on a legal strike, that the demands had been sent to Government and that there had been no instigation. He was dismissed on the 21st March. On the 21st 21 more were dismissed; in their cases no 'show-cause' notices had been served.

Out of the dismissed men 8 have come back.

The first batch of 9 were Nos. 21, 16, 22, 14, 15. 11, 10, 13, 20, and the second batch of 21 were Nos. 44*, 45*, 24*, 46*, 27, 26, 43*, 25, 9, 30, 19, 42*, 32, 17, 23, 47*, 48*, 31, 28, 49*, 29 in the Union's application.

After the dismissals the Union officials went to the local Government for redress and for prosecuting the Bank officials, but to no effect. They then sent a threat that an "atom bomb" would be thrown. This was a letter sent to Sheth Dalmia dated 11th April 1949 signed by Bhattacharya as Secretary for the Union, in which the most scurrilous remarks were made about Sheth Dalmia and an "open letter" was enclosed, asking that the dismissed men should be taken back by 4 P.M. on 12th April 1949, otherwise the publication of the scurrilous remarks was threatened; the threat was carried out to the Bank's great detriment.

11. Mr. Parwana's reply was as follows. Bhattacharya was compelled to resign from the Union on the 29th May 1949. The delay in taking such action was due partly to Mr. Parwana's absence owing to family troubles and to an enquiry into Bhattacharya's conduct that had to be made. The union thus dissociated themselves from Bhattacharya's letters and condemned his action. Mr. Parwana further contended that as for Mr. Vedvyas's arguments based on sections 23(b) and 24(1)(ii) of the Act they were fallacious, for the proceedings which were pending before the Tribunal related to a different and unconnected strike; and as regards the argument based on section 24(1)(ii) of the Act, again, he pointed out that Government's order dated the 8th December 1948 related to an earlier strike and contended that this argument, too, was unsustainable. According to him the March strike was based, at least largely, on a new set of demands which were not filed before the Tribunal. We saw those demands and they seem to us to differ in some material respects from the demands made in the earlier strike. Those demands had been presented from time to time to the Bank; this is clear from the summary of the correspondence between the Bank and the Union which has been filed before us.

12. The alleged infringement of the Bank's bye-laws and rules may be dealt with first. Mr. Vedvyas relied on bye-laws 9 and 10 and rule 5 of the Leave Rules. The 2 bye-laws are as follows:

> **Bye-law 9.**—An employee may resign from the service of the Bank by giving one month's notice.
>
> **Bye-law 10.**—In the event of an employee absenting himself from duty without leave or leaving the service of the Bank suddenly and abruptly without giving the notice required in

* Those men have returned to the service of the Bank.

Rule (9) above, he shall be liable to forfeit not only the balance in his security deposit account but shall also be liable to pay to the Bank his salary for the period of the required notice.

In this case bye-law 9 has obviously no application, abstention from work not being the same as resignation; nor does bye-law 10 appear to apply, as no action was taken thereunder and this was no mere case of absence from duty without leave or leaving the Bank's service. Leave rule 5 is as follows: "An employee remaining absent from duty without permission, whether in continuation of leave already granted or otherwise, is liable to dismissal." Though this may seem technically to apply, this was not an ordinary case of absence without permission. If there was an industrial dispute underlying such absence, this Tribunal would have jurisdiction to say whether the dismissals were justified or should be interfered with. We would express our general agreement with the following observations of Mr. A. Das Gupta in the Award made by him on an industrial dispute between Messrs. Cox and King's (Agents) Ltd., and their employees (published in the Calcutta Gazette, Extraordinary, dated the 5th August 1949 as part of an order of the Government of West Bengal of the same date). "The whole object of the trade union is to carry on collective bargaining and negotiations with employers. And when all attempts fail, coercive policy is adopted as a final recourse. Strike is one of these coercive policies. It is a most essential part of the trade union programme. The strike, picketting and boycott are the coercive policies. Without these coercive policies, which have to be used with utmost vigilance, the Union is defenceless. By striking work the members withdraw from work but insist at the same time upon holding their jobs. This is an essential feature of the strike." In Ludwig Teller's "Labour Disputes and Collective Bargaining" (Volume II, p. 754) it has been pointed out that striking employees retain their status as employees under the National Labour Relations Act of the U. S. A. under two circumstances: (1) where they strike in connection with a 'current labour dispute'; and (2) where the strike is the result of an unfair labour practice.

13. In this case it seems to us quite clear that the March strike was not a continuation of the December strike. The industrial dispute that was involved in the strike in December 1948 was referred by the local Government to the arbitration of the Industrial Tribunal at Delhi and thereafter the strike ended. The proceedings went on to March 1949. On the employees going on strike again on March, 9, 1949 the Bank made an application to the said Tribunal for permission to take disciplinary action against some of the strikers. The strikers said that the strike was entirely unconnected with the strike of December 1948. The Tribunal's order was: "In view of Mr. Shiv Charan Singh's statement (on behalf of the employees) and the clear statements in the written statement filed on behalf of the employees, Mr. Vedvyas is satisfied that no order is necessary for this Tribunal granting any permission under section 33, the position of both parties now being that the bank will not be contravening the provisions of section 33 of the Act if they take action against the employees on account of any misconduct connected with the present strike. It is not, therefore, necessary for me to grant any permission under section 33 of the Act and the petition is accordingly dismissed." This order is dated the 18th March and it is after this date that the dismissals now under consideration were made. In view of the position taken up by Mr. Vedvyas before the Delhi Tribunal it does not now lie in his mouth to contend that the strike of March 1949 was a continuation of the

strike of December 1948. On the evidence, too, we are satisfied that that position was correct.

14. As regards section 23 of the Act, the relevant part thereof is: "No workman who is employed in any industrial establishment shall go on strike in breach of contract during the pendency of proceedings before a Tribunal and two months after the conclusion of such proceedings." Mr. Vedvyas has contended that the words "proceedings" must be construed to mean "any proceedings" and that it should not be held to mean only proceedings in respect of the dispute which is the matter in issue in the strike. Mr. Vedvyas's contention now derives support from a recent decision of the Calcutta High Court (Criminal Revision No. 623 of 1949 *Pravat Kumar Kar and others* v *W. T. C. parker*) confirming the conviction of 11 workmen of the Lloyds' Bank under section 26 of the Industrial Disputes Act by the Chief Presidency Magistrate, Calcutta. The Chief Justice and Mr. Justice Chatterjee who heard the application took the view that the words "in respect of any of the matters covered by the settlement or award", which appear in clause (c) but not in clauses (a) or (b) of section 23, had been deliberately inserted and that they were intended to draw a clear distinction between strikes and lock-outs on matters in respect of which an award or settlement had been made and strikes or lock-outs connected with matters not covered by any award or settlement, and that, therefore, the words of clauses (a) and (b) were intended to cover all strikes or lock-outs relating to industrial establishments which originally gave rise to the dispute which had been referred to a Tribunal or to Conciliation authorities. The main arguments which appealed to the learned Judges were based on the presence in clause (c) of section 23, and the absence in clauses (a) and (b) of the same section, of the words "in respect of any of the matters covered by the settlement or award". The contention of the Advocate General, that if it had been intended to limit the operation of section 23. clauses (a) and (b), to strikes arising out of matters pending before the Tribunal, words similar to those found in clause (c) would have been added to those clauses, was upheld. Another argument which was adopted in favour of the view taken by the learned Judges was that the object of clauses (a) and (b) of section 23 was to ensure an atmosphere of calm and peace during an adjudication upon an industrial dispute; "all disputes are forbidden in order to ensure a calm atmosphere for the adjudication upon the disputes which have been referred."

15. There can be no doubt that the interpretation put on section 23 of the Act by the learned Judges of the Calcutta High Court is entitled to the greatest respect from this Tribunal; but unfortunately we have not both been able to take the same view as the said High Court. While one of us has accepted the reasoning of that Court, the other Member has found himself constrained to take the contrary view, mainly for the following reasons.

16. We have to bear in mind that the legislature, by enacting section 23, wanted to curtail the right of workmen to strike, a right recognised but sought to be circumscribed also in section 22. Such a provision must be strictly construed and if its language be not unambiguous and be capable of an interpretation in favour of the existing right, such interpretation must prevail over other possible interpretations. The language of section 23 cannot be said to be entirely unambiguous, and in any case certain words like "under the Industrial Disputes Act", must be inserted in clauses (a) and (b) after the words "proceedings" to bring out their complete and precise meaning. Secondly, certain anomalies would result if the interpretation of the Calcutta High Court is given effect to, for

instance, in the case before the High Court the accused were found guilty because certain proceedings relating to a dispute in the Lloyds' Bank had been pending; whereas workmen of other Banks, who had also joined in the same sympathetic strike, could not be similarly proceeded against. If the Legislature, in spite of such anomalies, wanted to stop all strikes during the pendency of any proceedings before a Tribunal they would have been careful enough to indicate this, for instance, by adding such words as "whether or not such proceedings relate to the matter in dispute in the strike or lock-out". As to the argument based on the interests of peace and quiet, it seems a strong thing to say (so long as all strikes are not prohibited), *e.g.*, where there are pending adjudication proceedings regarding the discharge of a single workman, that the whole body of workmen are precluded from seeking to enforce a general demand, whatever be its importance, by means of a strike where other methods are not likely to prove fruitful. If such was their intention, one would expect that in sub-section (3) of section 10 also they would have adopted the same principle and omitted the words, "in connection with such dispute which may be in existence at the date of the reference". In clause (c) of section 23 the principle that workmen should be free to agitate matters outside the award by a strike during the period in which the award is in operation has been recognised. If so, the question arises, should not a similar principle apply to clauses (a) and (b) of section 23 also.

17. In spite of this difference of opinion regarding interpretation of section 23, however, we are both agreed that the employees in question are entitled to relief in this case. It is to be noted that the dismissals were not made on the ground or footing that the strike was illegal. As in the case of the strike among the employees of the Lloyds' Bank at Calcutta the management could have got the strikes of March 1949 declared illegal; but this has not been done. The notices to show cause issued on the 19th March to the workmen were based on no grounds except their absence from duty and instigating others to remain absent from work, although in the notice dated the 10th March reference has been made to section 23 of the Act and in the notice dated the 18th March it had been stated that the management considered the strike to be illegal. In the same notice "all those employees who had been ill-advised to go on strike" were called upon to resume duty on the next day. This shows that the authorities were prepared to condone what they considered to be an illegal strike. In all probability the reason why there was no mention of the illegality of the strike in the notice of the 19th March was that on the 18th March the Industrial Tribunal, Delhi had accepted the statement of the eight men proceeded against under section 33 of the Act that the March strike was different from the strike which was before the Tribunal. No authority except the Calcutta decision referred to above has been cited before us wherein section 23 of the Industrial Disputes Act has been interpreted and a strike based on grounds other than those which had given rise to a dispute pending before a Tribunal has been held to be illegal. The Association's view seems to have been that the strike, being based on new grounds, was a legal strike, and it probably also held such opinion in view of the ambiguity in section 23 of the Act, and that was probably why the notice to show cause was couched in the language already mentioned. If the management had considered the illegality of the strike as important or relevant they would have said so in the notice or would have got the matter put beyond doubt by prosecuting the strikers, or some of them, for participation in an illegal strike. If the management had dismissed the strikers on the ground of illegality of the strike, they could also be said to have unfairly shifted the onus of proving the contrary on a large number of workmen; but in any this is not what they purported to do. We, therefore, cannot attach

importance, on the facts of this case, to the arguments as to the alleged illegality of the strike.

18. In this case the relation between the employers and the employees was seriously strained. The origanization of the strike showed that the employees' union was behind it. The attempt of the Bank authorities to get rid of eight of the strikers under section 33 clearly showed how strongly they resented the activities of the Union. Their notice dated the 18th March shows that they were aware that new demands had been presented to the Director of Industries and Labour. Inspite of the proceedings pending before the Delhi Tribunal S. N. Khanna and Gurusarandas Sharma had been dismissed on the 8th January and 22nd December respectively; and the summary of the correspondence between the management and the Union shows other cases of alleged unfair labour practice with regard to several workmen. It would have been better had the Union, having taken their grievances to the Director of Industries and Labour, waited for the result. But their patience appears to have been exhausted and they seem to have felt that a strike (which, in their view, was a legal strike) was the only remedy. On the other hand, the management did not take any one of two possible legal steps: (1) to prosecute the strikers or their ring-leaders for having participated in an illegal strike or (2) to ask Government to refer the dispute to adjudication. Instead of this they preferred, after giving inadequate notices (as will be shown below), to dismiss a large number of workmen, though they were fully aware that what they described as abstention from work and instigation could be more appropriately described as organised trade union activity. While, therefore, we are unable to approve of the conduct of the strikers, we are also unable, in view of the atmosphere and psychological background which was largely the creation of the Bank authorities, to say that the strike was wilfully brought about for insufficient reasons; and we are also of opinion that in the circumstances of this case the management were not justified in dealing with the strikers merely on the footing of their abstention from duty and instigation of one another and dismissing a large number of them on that ground. We are definitely of opinion that the best interests of the industry cannot be promoted by the kind of action which was taken by the management in this case when there was a strong feeling of grievance prevailing among the members of the Union, though they might have been misguided in some of their activities. In this connection we would refer to the following observations which we have made in our Award regarding certain victimisation cases at Calcutta. "The promotion of discipline among the employees is no doubt very desirable and necessary, but it should not be sought to be achieved by unduly harsh measures or an unnecessary show or exercise of power. In the interest of peace and harmony between the employers and employees it seems to us that the bitterness and sufferings caused by the happenings of October 1948 should be now removed as far as possible". That a conciliatory policy should be pursued as far as possible and that any action by an employer which might lead to avoidable bitterness should be withheld when possible is indicated in the Act itself, *e.g.*, in the provision regarding prosecution for illegal strikes or lockouts, regarding which the power of initiating a prosecution has not been left to any party but has been reserved to the appropriate Government. In making the directions that we give below we have borne in mind the principles and considerations mentioned above.

19. Mr. Vadvyas also contended that the men discharged or dismissed his Bank were no longer workmen as defined in section 2(s) of the Act. definition is as follows:—

" 'Workmen' means any person employed (including an apprentice) in any industry to do any skilled or unskilled manual or

clerical work for hire or reward and includes for the purposes of any proceedings under this Act in relation to an industrial dispute, a workman discharged during that dispute, but does not include any person employed in the naval, military or air service of the Crown."

We are unable to accede to this contention. In the first place, there can be no doubt that in the present case the dispute had arisen as soon as the strike had commenced, and the ex-employees under consideration were dismissed or discharged during such strike. In our opinion, however, the material question we have to deal with is whether there is any industrial dispute concerning these men and not whether, as the present dispute can be said to arise only after the discharge the ex-employees concerned, they can or cannot be said to have been discharged "during that dispute" and to be still workmen as defined in the Act. The expression "industrial dispute" has thus been defined in clause (k) of section 2 of the Act:

> "'Industrial dispute' means any dispute or difference between employers and employers, or between employers and workmen or between workmen and workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour of any person."

It will be seen that whereas the earlier part of the definition speaks of *workmen* the latter part speaks of the connection of the "dispute or difference" with the employment or non-employment or the terms of employment or with the conditions of labour *of any person*. If, therefore, a dispute is raised by a Union of workmen relating to the employment by their employers of a person who is not yet an employee but whom they seek to get admitted into the employers' service, that would be a valid industrial dispute within the meaning of the definition. The view that we are taking is supported by a decision of the High Court of Calcutta (which was upheld in appeal) in which Mr. Justice Sen observed: "Now an industrial dispute need not be a dispute regarding the employment or non-employment or terms of employment or the conditions of the labour of the workmen. Section 2(k) is quite clear on this point. It is true that the dispute must be between employers and workmen, but it may relate to employment or non-employment or the terms of employment or conditions of labour who are not workmen. The words in the last portion of section 2(k) are "or any person", whereas in the first (part) of the section the word used is 'workmen'". (Judgment dated September 4, 1947 *in Birla Bros.* v. *Employees' Union*). The case of *R.* v. *National Arbitration Tribunal* (All England Law Reports, 1943, Vol. 2, page 693) dealt with a case in which "workmen" was defined as "any person who has entered into or works under a contract with an employer," and it was submitted by counsel for the company that as at the date of the reference due notice had been given to the workmen to terminate their employment and their employment had thereby been terminated, there would be no trade dispute to refer, because there could not be a dispute or difference on any subject between these employers and workmen as the workmen were not in the service of the employers; and he reinforced his argument by reference to the definition of "workman" which he submitted contemplated an existing contract of service so, as he put it, that there must be some contract on which the reference could "bite". Lord Goddard, C. J. said that he was unable to agree with this contention, observing, "If were given to it, it would mean that any employer, or indeed, a man, could nullify the whole provisions of the Order and the c the regulation under which it was made by terminating the co

service before a reference was ordered, or even after the matter was referred but before the Tribunal considered it. It is, in my opinion, quite clear that there was here a trade dispute existing at any rate down to the date of the dismissal of the workmen. That is not in issue, and whether the workmen were discharged for the *bona fide* reason that their employers were not willing to accede to their demands is, in my opinion, immaterial. If there was a trade dispute it can, in my opinion, be referred to the tribunal whether or not the dispute has resulted in workmen being dismissed or in their having discharged themselves."

20. *In Western India Automobile Association* v. *the industrial Tribunal, Bombay,* the Federal Court, after referring to the definition of "Industrial dispute" in the Act, considered the question whether the said definition includes within its ambit a dispute in regard to reinstatement of dismissed employees. It was observed, "Reinstatement is connected with non-employment and is therefore within the words of the definition. It will be a curious result if the view is taken that though a person discharged during a dispute is within the definition of the word 'workman', yet if he raises a dispute about dismissal and reinstatement, it would be outside the words of the definition 'in connection with employment or non-employment.' 'Any dispute connected with employment or non-employment' would ordinarily cover all matters that require settlement between workmen and employers, whether those matters concern the causes of their being out of service or any other question."

21. Mr. Vedvyas has also relied on the words "in breach of contract" in section 23. But the contract between the Bank and its employees must have impliedly contained the right of the latter to strike for legitimate reasons. In the context of the circumstances, therefore, we required this contention as without substance.

22. The Bank is not a "public utility service" and so the prohibition contained in section 22 and the requirement of giving notice to be found therein will not apply. It seems to us that the demands on which the strike was based were not unknown to the management. The fact that the President, the Vice-president, the Secretary, the Joint Secretary, members of the General Council, the Negotiating Committee and the Working Committee of the Union, as well as the strike Commander at the Head Office (O. P. Kalra) were dismissed, within the space of three or four days, and very shortly after the Delhi Tribunal had dealt with the Bank's application under section 33, all point in connection of the dismissals with the affected employees' trade union activities. On the 19th March 1949 the following 9 persons:—

No. 10 M. C. Vashisht,
No. 11 A. S. Chauhan,
No. 13 Yudhisthar Dev,
No. 14 K. K. Benerji,
No. 15 D. P. Bhatia,
No. 16 R. L. Goga,
No. 20 Kali Ram Jain,
No. 21 M. K. Jain and
No. 22 Tara Chand Jain,

were called upon to state by 3 P.M. on the same date why they should not be dismissed for abstaining from their duty and for instigating others to abstain from work. We consider that the time given was inadequate, and that this also vitiates the dismissal orders which were passed on the same day, the 19th March 1949.

23. As to No. 9 H. L. Parwana, a notice was served on him on the 21st March requiring him to explain his conduct on the same day. He said that the strike was not illegal and that there had been no instigation. He was dismissed on the same day. In our opinion the time given for explanation was insufficient, and this vitiates the dismissal order.

24. On the same day, 20 others were also dismissed. They are the following:—

No. 17 G. L. Seth,
No. 23 Sampat Singh,
No. 25 P. S. Nigam,
No. 27 Lekh Rah,
No. 29 Shadi Ram,
No. 31 Rup Singh,
No. 42 Roshan Lal Jain,
No. 44 Harnarain Kokcha,
No. 46 Narinder Nath,
No. 48 C. B. Dubey,
No. 19 Virender Kumar Jain,
No. 24 Pritam Singh,
No. 26 Guru Datt Gaur,
No. 28 Kishanlal,
No. 30 Khem Chand,
No. 32 Gian Parkash Jain,
No. 43 M. K. Sharma,
No. 45 Raghubir Singh,
No. 47 S. P. Gupta,
No. 49 Basant Singh.

Of these the last eight have returned to the Bank. Except for those eight, in whose cases no findings or directions are necessary, we hold that the remaining employees who were dismissed on the 19th and the 21st March 1949 were victimized. We set aside their dismissal orders and direct that they shall be reinstated in their former places within one month from the date on which this award comes into operation. In view of our finding that we did not approve of their conduct in not awaiting the result of the presentation of their demands to the Director of Industries and Labour we do not think that we would be justified in directing that they should be paid their full pay and allowances up to the date of their reinstatement. We direct that each of them shall be given, within one month from the date on which this Award becomes operative, such pay and allowances as he would have been entitled to, but for his dismissal, during the three months immediately preceding the date of his reinstatement.

25. In giving the above direction regarding reinstatement we have given due consideration to Mr. Vedvyas's objection to these men's reinstatement, on the ground that they had sent the scurrilous "atom bomb letter" to Seth Dalmia and that men who were capable of such conduct do not deserve to be reinstated. The said letter was no doubt couche in intemperate and even insulting language; it alleged certain against Seth Dalmia, but we do not think that it is our business to g the question of the falsity or truth of the said allegations. Mr. V

insisted that the Tribunal "must take evidence" regarding the dissemination of the said letter through the union members and the use of the union funds in printing and publicising it, but we do not think that such a course would have been helpful. So long as Bhattacharya was Secretary of the Union he may have utilized the Union's funds in connection with the letter and he may have found willing members to distribute copies of it to the public. But it is far from clear to us that Bhattacharya was authorised by the Union to send and publish the letter, there being apparently no resolution of the Union on this matter just as there is a resolution repudiating and condemning what he had done. It is, of course, just possible that this resolution, which was apparently not communicated to Seth Dalmia or the Bank, was a piece of make-believe and an attempt on the part of the Union to provide themselves with a defence in the event of the matter going to a Court of law. We do not, on the whole, think that there is any substance in Mr. Vedvyas's argument based on the letter under consideration and we hold that the general rule that a victimized employee should be reinstated should be applied in these cases.

26. Some more cases remain to be considered. We except those cases in which arguments could not be heard or fully heard during our last visit to Delhi.

No. 12 *D. P. Burman.*—He was Joint Secretary of the Union and took part in the strike. On the 23rd March he was asked to show cause by "1 P.M. tomorrow" why he should not be dismissed for abstaining from work. He wanted more time as he got the notice at 1-30 P.M. on the 24th March. Time being given he said that the strike was a justifiable strike and that he had remained away from work as the Bank had called the police on the 21st March and threatened the workmen.

No. 33. *Yog Raj Shah.*—He took part in the strike and his explanation was, "I came out at the call of the Union in protest against the calling of the police." Mr. Vedvyas said that he was an officer, having been given a power of attorney with an officer's powers and having been sent to Rawalpindi as Assistant Manager and thereafter kept as a Relieving Officer. It was, however, admitted that he was actually working as a clerk when he was dismissed.

27. Both these cases also appear to be cases of victimization. We give directions in their favour as in the cases of the other dismissed clerks who have been ordered to be reinstated.

No. 18. *Om Prakash Kalra.*—He appears to have been made the Strike Commander at the Head Office. He was appointed on the 11th June 1948 as a probationer. The allegations against him are that he applied for and got sick leave several times, that on more than one occasion he was seen sitting in the Tribunal or a restaurant during such leave; that he used to produce medical certificates from an unregistered practitioner; that he used to be irregular in attendance and to take leave on false pretexts, and that, therefore, his confirmation had to be postponed. It is also alleged that once he, along with others, abused and mobbed a peon of the Bank, snatching away his books and papers and cutting the peon's cycle tyre; that on another occasion he threw stones at a car belonging to the Bank; and that when he was transferred to the Chandni Chowk branch he did not go

there, saying that he had fallen ill. A formal charge was made against him, to which he replied that the allegations made against him were false; evidence was recorded against him and he was discharged.

28. Mr. Parwana says that all this is manufactured evidence, as Kalra was an important and active member of the Union. He also points out that in his explanation he denied all the charges, that witnesses were examined against him behind his back and that the medical practitioner who gave him certificates has also certified in Mr. Parwana's own case, when the certificate was accepted.

29. Mr. Vedvyas states that as he was a probationer he could have been discharged even without notice and formal proceedings. In our opinion it would not be safe to regard the allegations made against Kalra as reliable and that for three reasons: (1) though exception is now being taken to the kind of medical certificate he produced, the Bank appears to have accepted it and granted him leave more than once, and it is not clear that he deliberately took leave on false pretexts; (2) when witnesses were examined by the management the evidence does not appear to have been taken in his presence and he was given no opportunity of cross-examining the witnesses; and the peon's statement against him and an allegation that he threw stones at the Bank's car should not have been as lightly accepted as they appear to have been; and (3) his omission to go to the Chandni Chowk may have been the result of his having really fallen ill; and in any case it was not sufficient to justify his discharge. We are of opinion that as no allegation has been made against his work or efficiency the postponement of his confirmation and his discharge must be attributed, at least mainly, to the prominent part he took in the strike and this must be regarded as a case of victimization. We direct that he shall be reinstated and confirmed within one month from the date on which this Award comes into operation and that he shall be paid, within the same period, such pay and allowances as he would have been entitled to, but for his discharge, during the three months immediately preceding the date of his reinstatement.

(IV) *Punjab National Bank, Ltd.*—

30. *R. C. Thukral,* dismissed from the Meerut branch in 1948. It seems that he was given a power of attorney under which important powers and responsibilities were entrusted to him, including the power to advance the Bank's money, buy silver and gold for the Bank, invest its money, etc. We also found that as a matter of fact he was discharging such duties as removed him from the scope of the definition of "workman" in the Act. There may be cases in which a Bank, as a preliminary to the dismissal of a clerk, has adopted the expedient of giving him a similar power of attorney or of appointing him as an Assistant Manager for a few days. It would, in our opinion, be necessary to see whether in such a case the incumbent remained to all intents and purposes in the position of a clerk at the time of the termination of his service. We were satisfied that in this case Mr. Thukral was not doing clerical work when he was dismissed. In view of this conclusion we felt, at the time of the hearing, that this was not a case within our jurisdiction. We have, however, since arrived at the view, on the considerations set forth in paragraphs 19 and 20 above, that this case needs further consideration, and we, accordingly, give no direct at this stage.

Parshottam Das, clerk, Chandni Chowk Branch, Delhi, dismissed on the 15th July 1949. In our opinion cases of dismissals, discharge or other modes of punishment which have arisen subsequently to the 13th June 1949 but in respect of which no applications under section 33 of the Act have been filed are not matters into which we have jurisdiction to inquire. All that section 33 gives us power to do is to give "express permission in writing" to the Bank concerned to enable an employer to discharge, dismiss or otherwise punish any of his workman concerned in the dispute before us (except for misconduct not connected with such dispute) during the pendency of the proceedings. It is not for us to initiate proceedings under section 31 in such cases (see section 34). Matters relating to dismissals, etc., which have arisen subsequently to the 13th June 1949 cannot form part of the dispute referred to us, not being matters which had arisen at the date of the reference, nor can it ordinarily be said that the emergence of such a case after the said date must have been apprehended by the date of the reference. Such a case would of course fall within our jurisdiction if an employer had given notice of a contemplated discharge, etc., prior to 13th June 1949 even if the said discharge, etc., took place after the said date; for in such a case such discharge, etc., could be regarded as "apprehended" at the date of the reference. We do not interfere in this case.

Pateshwar Singh.—Peon, Central Office, discharged on the 1st August 1949. As the discharge was subsequent to 13th June 1949 we have no jurisdiction.

Swarn Singh, Godown Keeper, he was discharged on 25th July 1949. For the same reason we cannot interfere.

Dilip Singh, Manager at Branch Office at Pultighar, Amritsar. He received a notice on the 5th August 1949 and his services were dispensed with later.

Shankar Das Sekri, Godown Inspector, Central Circle, Head Office Delhi. His service was terminated on the 29th June 1949.

In these two cases also we have no jurisdiction to interfere.

(V) *Gadodia Bank Ltd.*—

31. *Pannalal Sharma* was a clerk in the branch at Barabanki. His grievance is that the Bank has not paid him his salary and travelling allowances for 20 days. He contends that by altering the conditions of his services to his prejudice the Bank has infringed section 33 of the Act. It seems that the Bank declined to pay him his salary and travelling allowance after he had resumed duty at Barabanki on the 24th June 1949. We have no jurisdiction to interfere.

(VI) *Central Bank of India, Ltd.*—

32. *J. C. Khanna,* clerk at New Delhi Branch, complains that his increment has been withheld. The increment having become due on 1st July 1949 according to the application, we have no jurisdiction in this case.

C. *Cases of alleged victimization heard at Patna.*

33. These matters were heard at Patna on the 26th September 1949.

Bank of Bihar, Ltd.—

The following two cases arose after 13th June 1949 and we have, therefore, no jurisdiction to deal with them:—

(1) *Brijmohan Singh,* dismissed on the 16th July 1949.

(2) *Ram Babu,* dismissed on the 23rd July 1949. The third case brought to our notice was that of *Jamnaprasad Singh,* who was discharged on the 9th April 1949 for alleged reasons of retrenchment. He says that he was discharged without notice and he wants reinstatement or at least one month's pay in lieu of notice. The Bank says that he seems to have been given one month's salary and that if it has not been paid it is prepared to pay it. He, however, joined the Bank in 1945 when he was put in charge of a pay office. In 1948 the office where he was working was closed, after which he was given "relief work" at other centres. When that work also stopped he was relieved of his work. This appears to us to be a case of retrenchment necessitated by the circumstances, and we, therefore, give no directions except that one month's pay and allowances in lieu of notice, if it has not already been paid, shall be paid to him within one month of the date with effect from which this Award becomes operative.

K. C. SEN,
Chairman,
J. N. MAJUMDAR,
Member.

BOMBAY:
Dated the 19th January 1950.

ORDER

New Delhi, the 30th January, 1950.

No. LR-2(260)/II.—Whereas by an Order of the Central Government in the Ministry of Labour No. LR-2(212), dated the 13th June 1949, the industrial dispute between banking companies and their employees was referred to the All-India Industrial Tribunal (Bank Disputes) for adjudication;

And whereas the award of the said Tribunal in the matter of alleged victimisation, retrenchment, dismissals, etc. in respect of banking companies in the Provinces of Delhi, East Punjab and Bihar has been published by the Central Government in a notification of the Ministry of Labour No. LR-2(260)/I, dated the 30th January 1950;

Now, therefore, in exercise of the powers conferred by sections 15 and 19 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government is pleased to direct that the said award shall be binding for a period of one year.

S. C. AGGARWAL, Dy. Secy.

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